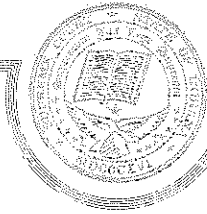


SUPREME COURT

DIVISION OF
STATE COURT ADMINISTRATION

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, INTERIM CHIEF ADMINISTRATIVE OFFICER
DAVID J. REMONDINI, INTERIM EXECUTIVE DIRECTOR



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

SENT BY ELECTRONIC MAIL

April 11, 2016

Mr. Keirian A. Brown
1401 East New York Street
Indianapolis, IN 46201

Re: Bulk Data Agreement

Dear Mr. Brown

Your request to obtain bulk distribution of non-confidential court records from Hamilton, Hancock, Hendricks, Morgan, Johnson, Shelby, Monroe and Marion counties has been approved by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreement for Bulk Distribution of Data or Compiled Information.

Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form*, Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.

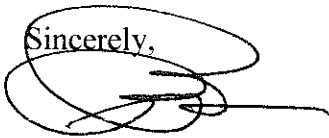
You are approved to receive bulk distribution of Odyssey records and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) You

must make arrangements for payment for the records in accordance with Administrative Rule 9 and the Supreme Court's Order of September 13, 2011; (2) Your approval is subject to the executed User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, and (3) You are prohibited from providing bulk distribution of Odyssey records to any third party.

An executed copy of your user agreement along with the Odyssey Order Form is enclosed. The agreement will expire on January 31, 2017. Please contact Mary Kronoshek Court Technology at 317.234.2710 in order to proceed with receipt of your data.

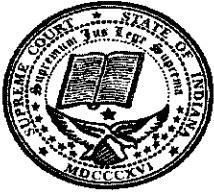
If you have any questions, please contact me at richard.payne@courts.IN.gov or (317) 234-5398.

Sincerely,

A handwritten signature in black ink, appearing to be "Richard T. Payne", written over the word "Sincerely,".

Richard T. Payne
Staff Attorney
Trial Court Management

Enclosures: User Agreement
 Odyssey Order Form



Indiana Supreme Court Division of State Court Administration

NOTIFICATION OF RECEIPT OF EXECUTED USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION UNDER ADMINISTRATIVE RULE 9

TO: Court Technology
FROM: Richard T. Payne, Staff Attorney, Trial Court Management
DATE: April 11, 2016

Notice of Bulk Data or Compiled Information Request User Agreement Receipt

STAD and/or the Indiana Supreme Court has approved a Request for Bulk Data or Compiled Information from Keirian Brown. The requested distribution involves data or information within the Odyssey Data Repository as follows:

See attached User Agreement

Mr. Brown has been instructed to contact Court Technology in order to move forward.

ODYSSEY & TAX WARRANT BULK DATA ORDER FORM

DATE: _____

Requesting Person / Organization: _____

Contact Name & Phone Number: _____

ODYSSEY BULK DATA		Tax Warrant
CASE CATEGORY SELECTIONS		SELECTIONS
<input type="checkbox"/> All Case Types <i>[Refer to Attachment A]</i> <div style="text-align: center;"><i>Or:</i></div> <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Family <input type="checkbox"/> Probate <input type="checkbox"/> Traffic (Infractions)	<input type="checkbox"/> All Case Statuses <i>New Filings, History (open and closed cases)</i> <div style="text-align: center;"><i>Or:</i></div> <input type="checkbox"/> New Filings <input type="checkbox"/> History (open and closed cases) <i>START DATE:</i> _____	<input type="checkbox"/> All Tax Warrant Statuses <i>New Filings, History</i> <div style="text-align: center;"><i>Or:</i></div> <input type="checkbox"/> New Filings <input type="checkbox"/> History <i>START DATE:</i> _____

CHOOSE DELIVERY

- ☐ Monthly File Drop
☐ Messaging

PRICING per Case Filing: .10 cents - New Case
 .01 cent - History Case
 .15 cents - Messaging

<input type="checkbox"/> Odyssey - All Counties <input type="checkbox"/> Odyssey & Tax Warrant - All Counties									<input type="checkbox"/> All Tax Warrant Only	
<i>Or the selections below:</i>										
	ODYSSEY	TW		ODYSSEY	TW		ODYSSEY	TW	Tax Warrant Only	
Allen	<input type="checkbox"/>	<input type="checkbox"/>	Hancock	<input type="checkbox"/>		Owen	<input type="checkbox"/>	<input type="checkbox"/>	Boone	<input type="checkbox"/>
Benton	<input type="checkbox"/>	<input type="checkbox"/>	Harrison	<input type="checkbox"/>	<input type="checkbox"/>	Parke	<input type="checkbox"/>	<input type="checkbox"/>	Crawford	<input type="checkbox"/>
Blackford	<input type="checkbox"/>	<input type="checkbox"/>	Hendricks	<input type="checkbox"/>	<input type="checkbox"/>	Porter	<input type="checkbox"/>	<input type="checkbox"/>	Fulton	<input type="checkbox"/>
Boone *	<input type="checkbox"/>	<input type="checkbox"/>	Henry	<input type="checkbox"/>	<input type="checkbox"/>	Posey	<input type="checkbox"/>	<input type="checkbox"/>	Jay	<input type="checkbox"/>
Carroll	<input type="checkbox"/>	<input type="checkbox"/>	Huntington	<input type="checkbox"/>	<input type="checkbox"/>	Randolph *	<input type="checkbox"/>	<input type="checkbox"/>	Lake	<input type="checkbox"/>
Cass	<input type="checkbox"/>	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	Rush	<input type="checkbox"/>	<input type="checkbox"/>	Lawrence	<input type="checkbox"/>
Clark	<input type="checkbox"/>	<input type="checkbox"/>	Jasper	<input type="checkbox"/>	<input type="checkbox"/>	Scott	<input type="checkbox"/>	<input type="checkbox"/>	Newton	<input type="checkbox"/>
Dearborn*	<input type="checkbox"/>	<input type="checkbox"/>	Jennings	<input type="checkbox"/>	<input type="checkbox"/>	Shelby	<input type="checkbox"/>	<input type="checkbox"/>	Noble	<input type="checkbox"/>
DeKalb	<input type="checkbox"/>	<input type="checkbox"/>	Johnson *	<input type="checkbox"/>	<input type="checkbox"/>	St. Joseph	<input type="checkbox"/>	<input type="checkbox"/>	Pulaski	<input type="checkbox"/>
Elkhart	<input type="checkbox"/>	<input type="checkbox"/>	Knox	<input type="checkbox"/>	<input type="checkbox"/>	Starke *	<input type="checkbox"/>	<input type="checkbox"/>	Tippecanoe	<input type="checkbox"/>
Fayette	<input type="checkbox"/>	<input type="checkbox"/>	LaPorte	<input type="checkbox"/>	<input type="checkbox"/>	Steuben	<input type="checkbox"/>	<input type="checkbox"/>	Vermillion	<input type="checkbox"/>
Floyd	<input type="checkbox"/>	<input type="checkbox"/>	Madison	<input type="checkbox"/>	<input type="checkbox"/>	Tipton	<input type="checkbox"/>	<input type="checkbox"/>	White	<input type="checkbox"/>
Fountain *	<input type="checkbox"/>	<input type="checkbox"/>	Marion	<input type="checkbox"/>	<input type="checkbox"/>	Union	<input type="checkbox"/>	<input type="checkbox"/>	Whitley	<input type="checkbox"/>
Franklin	<input type="checkbox"/>	<input type="checkbox"/>	Miami *	<input type="checkbox"/>	<input type="checkbox"/>	Vanderburgh	<input type="checkbox"/>	<input type="checkbox"/>		
Grant	<input type="checkbox"/>	<input type="checkbox"/>	Monroe	<input type="checkbox"/>	<input type="checkbox"/>	Vigo *	<input type="checkbox"/>	<input type="checkbox"/>		
Greene	<input type="checkbox"/>	<input type="checkbox"/>	Morgan	<input type="checkbox"/>	<input type="checkbox"/>	Warren	<input type="checkbox"/>	<input type="checkbox"/>		
Hamilton	<input type="checkbox"/>	<input type="checkbox"/>	Orange	<input type="checkbox"/>	<input type="checkbox"/>	Washington	<input type="checkbox"/>	<input type="checkbox"/>		

* City/Town Court/s Only

ATTACHMENT A

Case Types Listing

- Data may be selected by Case Category only. (e.g. civil, criminal, etc.)
- Subsets of data for individual case types are not available.
- Notwithstanding the list of case types below, some cases are marked confidential or sealed and are not available through this process.

Civil Case Types

CBFJ	CB - Foreign Judgment	MI	MI - Miscellaneous Civil
CBTW	CB - Tax Warrants	PC	PC - Post Conviction Relief Petition
CC	CC - Civil Collection	PL	PL - Civil Plenary
CP	CP - Civil Plenary	SC	SC - Small Claims
CT	CT - Civil Tort	TW	TW - Tax Warrant
MF	MF - Mortgage Foreclosure		

Criminal Case Types

CF	CF - Criminal Felony	F3	F3 - Felony Level 3
CM	CM - Criminal Misdemeanor	F4	F4 - Felony Level 4
DF	DF - CL D Felony or lesser charge	F5	F5 - Felony Level 5
FA	FA - Class A Felony	F6	F6 - Felony Level 6
FB	FB - Class B Felony	MC	MC - Miscellaneous Criminal **
FC	FC - Class C Felony	MR	MR - Murder
FD	FD - Class D Felony	OE	OE - Exempted Ordinance Violation***
F1	F1 - Felony Level 1	OV	OV - Local Ordinance Violation***
F2	F2 - Felony Level 2		

** MC case types are included in the criminal data only if they have a defendant-party. Similar to public access, many cases are excluded by assigning the defendant as a participant to the case.

*** At this time, OV and OE cases are included in the criminal case data only. In future extracts, OV and OE cases may become part of the Traffic Case Category.

Probate Case Types

CBWB	CB - Will Book
EM	EM - Estate, Miscellaneous
ES	ES - Estate, Supervised
EU	EU - Estate, Unsupervised
GU	GU - Guardianship
TR	TR - Trust

Family Case Types

DR	DR - Domestic Relations
RS	RS - Reciprocal Support
JP	JP - Juvenile Paternity *

* New or duplicate cases filed on or after July 1, 2014.

Traffic Case Types

IF	IF - Infraction
----	-----------------



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The parties to this agreement are the Indiana Supreme Court through its Division of State Court Administration ("Division") and Keirian A. Brown ("Requesting Party")

Recitals

Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for Bulk Distribution of Data or Compiled Information by Indiana Courts.

The Division reviews each request for Bulk Distribution to insure the request is consistent with the purposes of Administrative Rule 9 ("Rule 9"), resources are available to prepare the information and each request is an appropriate use of public resources.

The Indiana Supreme Court holds the software license and the rights to the Odyssey case management system for Indiana courts and clerks.

The Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552.

The Requesting Party has sought a Bulk Distribution of Data or Compiled Information for its own use which has been approved by the Division.

The Requesting Party is willing to comply with restrictions on usage of the Data and Compiled Information.

Requested data contained in the Odyssey case management system will be provided by the Division. If all or some of the requested data is not contained in the Odyssey case management system, the Requesting Party is not automatically entitled to the distribution of such Data or Compiled Information of a court simply by the approval of this user agreement by the Division. Provision of Data or Compiled Information that is not contained in the Odyssey case management system must be determined by each court or clerk based upon a determination that the information sought is consistent with the purposes of Administrative Rule 9, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources.

The Requesting Party may be required to pay the fair market value of the information requested as determined by the Division or a Court providing the information.

The Bulk Distribution is limited to court records even if the Requesting Party is seeking other information that is governed by other agencies' policies.

In order to establish the respective functions and responsibilities of the Parties pertaining to the dissemination and use of Indiana court information under the provisions of

Administrative Rule 9 of the Indiana Rules of Court ("Rule 9"), the parties now, therefore, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings as set forth in Rule 9, section C: Administrative Record, Bulk Distribution, Case Record, Clerk of Court, Compiled Information, Court, Court Record and Public Access. The following terms shall be defined as stated:

A. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

B. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

C. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

D. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. Records Approved for Distribution as Bulk Data or Compiled Information.

A. Court Records Sought and Approved.

1. List of Courts:

Odyssey Courts: Hamilton, Hancock, Hendricks, Johnson, Marion,
Monroe, Morgan and Shelby

Non-Odyssey Courts: None

2. List of Records:

Monthly extract of all closed criminal, infraction and ordinance
violation cases since January 1, 2009.

B. Court Records Maintained in the Odyssey data repository.

1. The Division will provide the Requesting Party the initial data extract of the approved records pursuant to the authorization order of the Indiana Supreme Court of September 13, 2011, Case Number 94S00-1109-MS-552. When the approved request requires more than a single extract of data, the Division will provide a monthly data extract thereafter on or before the tenth day of each month of the term of the approval.

2. The Division will provide the Requesting Party with an invoice for each extract if the Court or Division has determined that the Requesting Party shall pay

the fair market value of the extracted data. All payments shall be made by check and payable to Division of State Court Administration bearing a notation of the invoice number and that payment is for Odyssey Bulk Records or Compiled Information.

3. The extracted data will be made available to the Requesting Party through an SFTP account accessing client specific folders at SFTP.IN.Gov.

C. Court Records Not Maintained in the Odyssey data repository.

Subject to specific permission from the Courts identified above that are not on the Odyssey Case Management System, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified above for the Requesting Party's own use in accordance with the terms and conditions of this Agreement.

Execution of this Agreement and approval of the Requesting Party's request by the Division does not create any mandatory obligation on the part of any Clerk of Court or Court to provide Court Records to the Requesting Party. Under Rule 9(F), the individual non-Odyssey Courts must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources and is consistent with the purposes of Rule 9. The Courts must determine on an individual basis whether to assess a charge for providing the Court Records may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the fair market value of the information.

3. Rights and Interests.

All rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not acquire any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Such rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.

The Requesting Party shall provide the Division with the names of all entities that receive access to the data provided by the Division that are related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this section.

All subcontractors or other entities receiving access to the data provided by the Division shall be constrained by the restrictions on use of data as provided in Section 5 of this agreement or any other applicable sections of this agreement.

4. Ongoing Data Scrubbing and Update Requirements.

The status of a Court Record may change over time and the Requesting Party shall refresh all records with each new extract received so that cases sealed or restricted since the last extract will be accurately reflected in the database.

The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. Restrictions on Use of Data.

A. Compliance with Authorities.

The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. Resale of Data.

The Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided under this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not make Bulk Distribution of the Court Records or reconfigure the Court Records for subsequent Bulk Distributions.

C. Policies for Dissemination of Data.

The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.

6. Bulk Transfer to Third Parties.

The Requesting Party is prohibited from making a Bulk Distribution of the data or the compiled information obtained through this agreement to another party.

7. Reporting Requirement.

With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

8. Disclosure Requirements.

The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

The data or information provided is based on information obtained from Indiana Courts on _____ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.

9. Audits.

The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

10. Disclaimer of Warranties.

The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third

parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records.

Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.

11. Limitation of Liability.

The Requesting Party acknowledges and accepts that the Court Records or Data are provided “as is” and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, authors, clients or other parties.
- B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.
- C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

12. Indemnification.

The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and reasonable attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, customers, clients or any other parties.

13. Assignment.

The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

14. Termination and Renewal.

A. General.

Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. Renewal.

This agreement expires on **January 31, 2017**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2017**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

C. Termination for Cause.

The Requesting Party is responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party. The Division may, at its discretion, immediately terminate this Agreement upon a violation of the Agreement. Upon termination of the Agreement, the Requesting Party shall promptly return all court records and data to the Division. The Requesting Party is liable for damages for violations of this Agreement as authorized by law.

D. Termination for Nonpayment.

The Division may immediately, without notice, terminate this Agreement if the Requesting Party fails to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. Termination in Event of Assignment.

The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division, (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

F. Termination in Event of Failure to Update.

The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. Attachments.

This Agreement incorporates by way of attachment the following:

- A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as **Exhibit A**;
- B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as **Exhibit B**;
- C. The original Request provided to the Division from the Requesting Party as **Exhibit C**; and
- D. The approval letter provided to the Requesting Party from the Division as **Exhibit D**.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

16. Applicable Law.

This Agreement shall be interpreted and enforced in accordance with the law of the State of Indiana in an Indiana court of competent jurisdiction.

17. Effective Date.

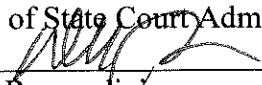
This Agreement shall become effective and the terms herein shall become enforceable upon the date of execution of the last party.

18. Authority to Execute Agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties.


19. Revocation of Approval.

Approval of the Requesting Party's Request for Bulk Distribution of Data or Compiled Information and the contractual offer contained herein shall be automatically revoked if the Requesting Party fails to execute and return the original signed agreement to the Division within sixty (60) days of signature by the Division.

Indiana Supreme Court
Division of State Court Administration
By: 
David J. Remondini
Interim Executive Director

Date: 4-1-16

Keirian A. Brown – Requesting Party


Title: Attorney at Law

Date: 4/6/16

RECEIVED

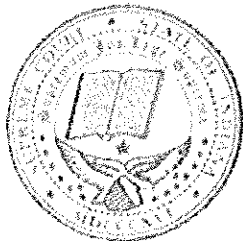
APR 07 2016

**DIVISION OF
STATE COURT ADMINISTRATION**

RECEIVED

MAR 30 2016

DIVISION OF
STATE COURT ADMINISTRATION



INDIANA SUPREME COURT
DIVISION OF STATE COURT ADMINISTRATION
30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204
317.232.2542

REQUEST FOR RELEASE OF
BULK DATA/COMPILED INFORMATION
(NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G).

I. Identity of Requestor	Keirian A. Brown
Address	1401 E. New York St. Indianapolis, IN 46201
Contact and Title	Keirian A. Brown, Attorney at Law
Telephone:	317-358-6228
E-Mail:	None keirian@gmail.com Enter Email Address
Website:	None Enter Website Address

II. List all known business entity names related to Requesting Party that will participate in the use and dissemination of the data provided:

☒ None ☐ Listed Here

III. Identification of bulk data/compiled Information sought (specify and describe the records sought and the compiler or location):

Odyssey CCS bulk data for all closed criminal and ordinance/infraction cases in superior, circuit, town and city courts filed on or after January 1, 2009 in Hamilton, Hendricks, Hancock, Morgan, Johnson, Shelby, Monroe or Marion Counties

IV. Identify the frequency with which bulk data and compiled information is being requested to be transferred to Requestor by each Court listed in Section III.

☐

One Time Distribution

☒

Periodic

Monthly

Frequency Desired

V. Identification of Court(s) exercising jurisdiction over the records (list the courts):

Criminal and infraction/ordinance courts in the following counties: Hamilton, Hendricks, Hancock, Morgan, Johnson, Shelby, Monroe and Marion

VI. Purpose for Request: What is the purpose of the request and how is release of the requested data consistent with the purposes of Administrative Rule 9 (set forth reason)?

The purpose of this request is to perform data analysis in order to identify patterns or trends in the adjudication of criminal and traffic proceedings ie- types of charges filed, duration of cases, sentences imposed, etc. This request is specifically consistent and supportive of subsections A. 2.(a,c,d,f,h,i and k) of Administrative Rule 9.

VII. Describe how fulfilling the request is an appropriate use of public resources.

The information requested will be used to inform the general public about metrics relating to the criminal and traffic court system. This will give the public insight into the operation of their justice system.

VIII. Attach a sample copy of all Requesting Party's company policies/user agreement provided to the Requesting Party's subscribers, customers, clients, or other party that govern the use of the data listed in II.

IX. Requestor is or is not willing to pay an amount determined to be the fair market value of the information. If not, why?

☒ Willing to Pay ☐ Unwilling to Pay. Reason _____

By signing this request, I represent that I am authorized to do so on behalf of Requestor.

Signature	<i>Keirian A. Brown</i>
Printed Name	Keirian A. Brown
Title	Attorney at Law
Date	03/30/2016